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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 JUNIS ADAMS, an individual,) Case No.:
11)
12 Plaintiff,) **COMPLAINT AND DEMAND FOR**
13) **JURY TRIAL**
14)
15)
16)
17)
18 Defendants.)
19)
20)

21 **I. INTRODUCTION**

22 1. This is an action for damages brought by an individual consumer against
23 Defendants for damages pursuant to 15 U.S.C. §1681 *et seq.* (Fair Credit Reporting Act
24 “FCRA”) and the California Consumer Credit Reporting Agencies Act, Civil Code §1785.1
25 *et seq.* (“CCRAA”) both of which prohibit unlawful credit reporting.

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II. PARTIES & VENUE

2. Plaintiff JUNIS ADAMS is a natural person residing in Oakland, CA.

3 3. Defendant EXPERIAN INFORMATION SOLUTIONS, INC. (“EXPERIAN”)
4 at all times relevant was a limited liability corporation doing business in Alameda County,
5 California operating from an address at 475 ANTON BLVD., COSTA MESA, CA 92626.
6 EXPERIAN is a “consumer reporting agency” as defined by 15 U.S.C. §1681a(f) and is
7 regularly engaged in the business of assembling, evaluating, and disbursing information
8 concerning consumers for the purposes of furnishing consumer reports, as defined in 15
9 U.S.C. §1681a(d) to third parties. EXPERIAN disburses such consumer reports to third
10 parties under contract for monetary compensation.

11 4. Defendant EQUIFAX INFORMATION SERVICES, LLC (“EQUIFAX”) at all
12 times relevant was a limited liability company doing business in Alameda County,
13 California operating from an address at 1550 PEACHTREE STREET NW, H46,
14 ATLANTA, GA 30309. EQUIFAX is a “consumer reporting agency” as defined by 15
15 U.S.C. §1681a(f) and is regularly engaged in the business of assembling, evaluating, and
16 disbursing information concerning consumers for the purposes of furnishing consumer
17 reports, as defined in 15 U.S.C. §1681a(d) to third parties. EQUIFAX disburses such
18 consumer reports to third parties under contract for monetary compensation.

19 5. Defendant TRANS UNION LLC (“TRANS UNION”) at all times relevant was
20 a limited liability company doing business in Alameda County, California operating from an
21 address at 555 W ADAMS ST., CHICAGO, IL 60661. TRANS UNION is a “consumer
22 reporting agency” as defined by 15 U.S.C. §1681a(f) and is regularly engaged in the
23 business of assembling, evaluating, and disbursing information concerning consumers for
24 the purposes of furnishing consumer reports, as defined in 15 U.S.C. §1681a(d) to third
25 parties. TRANS UNION disburses such consumer reports to third parties under contract for
26 monetary compensation.

27 6. The true names and capacities, whether individual, corporate (including officers
28 and directors thereof), associate or otherwise of Defendants sued herein as DOES 1 through

1 10, inclusive, are unknown to Plaintiff, who therefore sues these Defendants by such
2 fictitious names. Plaintiff is informed and believes, and alleges that each Defendant
3 designated as a DOE is involved in or is in some manner responsible as a principal,
4 beneficiary, agent, co-conspirator, joint venturer, alter ego, third party beneficiary, or
5 otherwise, for the agreements, transactions, events and/or acts hereinafter described, and
6 thereby proximately caused injuries and damages to Plaintiff. Plaintiff requests that when
7 the true names and capacities of these DOE Defendants are ascertained, they may be inserted
8 in all subsequent proceedings, and that this action may proceed against them under their true
9 names.

10 7. Venue in this District is proper in that the Defendants transact business here and
11 the Plaintiff resides here.

12 13 III. FACTUAL ALLEGATIONS

14 8. At a time unknown, Plaintiff's personal information was stolen.

15 9. An individual later surreptitiously filed fraudulent bankruptcy petitions forging
16 Plaintiff's signature. Plaintiff disputes that he filed the Chapter 13 Bankruptcies (the
17 "Bankruptcies").

18 10. Experian, Equifax, and Trans Union (the "CRAs") are erroneously reporting
19 three Chapter 13 Bankruptcies on Plaintiff's credit file under United States Bankruptcy
20 Court, Northern District of CA.

21 11. The information the CRAs are reporting is false as Plaintiff never filed for
22 Chapter 13 Bankruptcy in the United States Bankruptcy Court, Northern District of CA.

23 12. Plaintiff disputed the false information with the CRAs in writing as he did not
24 file the Bankruptcies.

25 13. The CRAs failed to conduct reasonable investigations into the disputes alleged
26 by Plaintiff and continued to report the inaccurate Bankruptcies on his credit file.

27 14. The CRAs negligently produced consumer reports with respect to Plaintiff's
28 credit that contain the false information.

15. The CRAs further negligently failed to maintain reasonable procedures designed to avoid the reporting of the false information.

16. As a result of Defendant's conduct, Plaintiff's credit worthiness has been damaged.

17. Plaintiff further suffered from frustration and emotional distress.

IV. FIRST CLAIM FOR RELIEF

(Against All Defendants for Violations of the FCRA)

18. Plaintiff repeats, realleges, and incorporates by reference all of the foregoing paragraphs.

19. The CRAs violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning Plaintiff.

20. The CRAs violated 15 U.S.C. §1681i by failing to delete inaccurate information in the Plaintiff's credit file after receiving actual notice of such inaccuracies; by failing to conduct a lawful reinvestigation; by failing to forward all relevant information to the furnisher; and by failing to maintain reasonable procedures with which to filter and verify disputed information in the Plaintiff's credit file.

21. The Defendant's unlawful conduct damaged Plaintiff as referenced above.

22. The Defendant's unlawful conduct was willful.

23. Plaintiff is entitled to recover damages under 15 U.S.C. §§1681n and/or 1681o.

24. Plaintiff is further entitled to recover costs and attorneys' fees from the CRAs pursuant to 15 U.S.C. §§1681n and/or 1681o.

V. SECOND CLAIM FOR RELIEF

(Against All Defendants for Violation of the CCRAA)

25. Plaintiff repeats, realleges, and incorporates by reference all of the foregoing paragraphs.

1 26. Defendants violated the CCRAA, by including but not limited to, the following:

2 (a) Defendants violated California Civil Code §1785.14(b) by failing to

3 follow reasonable procedures to assure maximum possible accuracy of

4 the information concerning Plaintiff; and

5 (b) Defendants violated California Civil Code §1785.16 by failing to conduct

6 a reasonable reinvestigation to determine whether the dispute information

7 is inaccurate, or delete the item from the file.

8 27. Defendants' acts as described above were done negligently and/or intentionally.

9 28. As a proximate result of Defendants' violations enumerated above, Plaintiff

10 has been damaged in amounts which are subject to proof.

11 29. Defendants' violations were willful and knowing. Defendants are therefore

12 liable to Plaintiff for Plaintiff's actual damages, statutory damages, and attorney's fees and

13 costs pursuant to California Civil Code §1785.31.

14

15 **WHEREFORE**, Plaintiff respectfully requests that judgment be entered against

16 Defendant, and each of them, for the following:

17 (a) Actual damages;

18 (b) Punitive damages;

19 (c) Statutory damages;

20 (d) Costs and reasonable attorney's fees; and

21 (e) For such other and further relief as the Court may deem just and proper

22 including but not limited to an order to correct the inaccurate credit information.

23

24 Date: August 23, 2016

25 /s/ Octavio Cardona-Loya II
26 Octavio Cardona-Loya II,
27 Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Please take notice that Plaintiff demands trial by jury in this action.

Date: August 23, 2016

/s/ Octavio Cardona-Loya II

Octavio Cardona-Loya II,
Attorney for Plaintiff